

The complaint

Mr B is unhappy that Adrian Flux Insurance Services Group (Adrian Flux) didn't properly tell him about a policy exclusion on his motorcycle insurance at the time he renewed his policy.

What happened

Mr B contacted his insurer to claim for his motorcycle which had been stolen. The insurer refused his claim on the basis his motorcycle wasn't parked in a garage at the time it was taken. Mr B said he hadn't been told about exclusions which applied to his policy and so he complained to Adrian Flux who acted as broker for his insurance policy.

Adrian Flux didn't agree. They said Mr B's cover had originally started through them in 2013 and was always based on the motorcycle being kept in a locked garage when not in use. Adrian Flux explained they issued renewal documentation on this basis, which confirmed that if the motorcycle was not kept in a locked garage overnight, the insurer may not indemnify any claim. So they didn't uphold the complaint.

Our investigator looked into things for Mr B and felt that Adrian Flux had told Mr B about the relevant policy exclusion and, therefore, they hadn't acted unfairly.

Mr B disagreed so the matter has come to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint and which haven't previously been dealt with by our service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

Having done so, I've decided not to uphold the complaint. I understand Mr B will be disappointed by this but I'll explain why I have made this decision.

Adrian Flux have acted as a broker here in arranging Mr B's motorcycle insurance. It's important in such arrangements for brokers to make sure consumers are clearly and properly advised about key information. What I'm considering here is whether Adrian Flux told Mr B about the particular policy exclusion which led to his claim being refused by the insurer. In this case, it relates to the exclusion concerning a theft when the motorcycle is not garaged.

I can see that policy renewal documentation was sent out to Mr B in February 2016, this asked Mr B to check the enclosed Summary of Cover and Statement of Facts carefully and let Adrian Flux know if any information is incorrect. It also asked Mr B to take reasonable care to check the information is, to the best of his knowledge, correct. And, if the information

isn't correct, Mr B's policy may be cancelled, or his claim rejected or not fully paid. In the Statement of Fact section, under a question which asks where the vehicle is normally kept at night, it says "*Garaged*". In the Summary of Cover section, there is a statement which says if the vehicle is not kept in a locked garage at the specified address, the insurer may not indemnify any claim. It then refers to the policy schedule for full details.

After receiving the renewal invitation, Mr B phoned Adrian Flux and I've listened to this call. During the call, Mr B is asked "*Do you still keep the vehicle garaged?*". Mr B responds by saying "*correct*". He also confirmed he had received the renewal documentation and was happy with the terms and conditions to renew it. Adrian Flux explained the policy had been renewed and explained new policy documents would be sent out to Mr B. Adrian Flux also asked Mr B to double check the documents when received and let them know of any errors. In light of this, I think Adrian Flux did enough to bring the policy exclusion to Mr B's attention and it was reasonable for them to be satisfied that Mr B understood this given the assurances he gave during the renewal call.

I've looked at the policy schedule and this sets out a number of exclusions, one of the exclusions under 'Excluding theft when not garaged' says the following.

"We will not pay any claim under Section 2 for loss or damage by theft or attempted theft when the insured motorcycle is parked at the insured's permanent place of residence and/or the declared garaging address, unless the motorcycle is kept in a properly constructed and locked garage."

Taking the above into account, I believe Mr B was properly informed about the policy exclusion relating to the consequence of his vehicle not being garaged when at home.

I can see that Mr B says he didn't receive the policy schedule but I've seen a letter sent to Mr B in March 2016 which enclosed his insurance certificate and also referred to a schedule which was attached. On this basis, I think it was sent and did give Mr B a clear explanation about this particular exclusion. If Mr B didn't receive this then I think it's reasonable to have expected him to get in touch with his insurer to check that he was insured and get a further copy sent to him. Even so, as Adrian Flux has explained, this was a requirement which has been in Mr B's policy from the first year he took out insurance through them.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 November 2020.

Paviter Dhaddy
Ombudsman